

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY

PAUL E. ROOPE, ATTY.  
FIRST MIDWEST BANK BLDG.  
P.O. BOX 667  
MORRIS, ILLINOIS 60450

The Mortgagor covenants and agrees as follows: (1) to pay said indebtedness and the interest thereon as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the due date, all taxes and assessments against said premises, and on demand, to exhibit receipts hereof; (3) to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire, in companies to be approved by the said Mortgagee to the full insurable value thereof, with the usual mortgage clauses attached, in favor of, and deliver all such policies to said Mortgagee; (6) not to suffer any mechanics' or other liens to attach to said premises; and (7) not to transfer all or any part of the real estate or any interest therein without the prior written consent of said Mortgagee. In the event

situated in City of Lemont, County of Cook and State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois and all right to retain possession after a breach in any of the covenants herein.

66871206

Lot 4 and 5 in Block 1 in Singer and Talcott's First Addition to Lemont, being a subdivision of part of the west 1/2 of the Southeast 1/4 of Section 20, Township 37 North, Range 11, East of the Third Principal Meridian, lying between Stephen and Holmes Street North of Railroad and South of Talcott Avenue, in Cook County, Illinois.

P.M. 22-20-406 PM (PART 1)  
DUE 1 " 2)  
R.R. 117 STEPHEN ST

THIS INDENTURE, WITNESSETH, that the Mortgagor, Kenneth C. Jacobowski & Susan M. Jacobowski, his wife, and Chester Zapszajka & Shirley Zapszajka, his wife, of the City of Morris, County of Grundy, and State of Illinois, MORTGAGES and WARRANT TO FIRST Midwest Bank/ Illinois, a National Banking Association, duly organized and doing business under and by virtue of the laws of the United States, and having its principal office in the City of Morris, County of Grundy and State of Illinois, to secure the payment of a certain indebtedness evidenced by one Note--in the principal amount of \$70,000.00 and dated the 31st day of April, 1990, with final payment due on April 30, 1993, the following described real estate, to-wit:

APRIL 30, 1993

MORTGAGE (By Individual)  
COOK COUNTY, ILLINOIS  
Return this document to:  
First Midwest Bank/ Illinois  
220 W. Main Street  
MORRIS, IL 60450  
Return this document to:  
First Midwest Bank/ Illinois  
220 W. Main Street  
MORRIS, IL 60450  
A.T.G. 4-1-01 RECORDING  
\$14.00  
143333 BANK 6205 05/08/90 11:23:00  
43604 # C \*-90-212893  
COOK COUNTY RECORDER

90212593

ILLINOIS RECORDS



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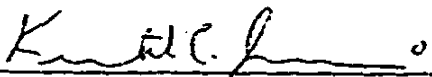
of failure so to insure, or pay taxes or assessments, the Mortgagee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title effecting said premises, and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate provided in the note(s) hereby secured, shall be so much additional indebtedness secured hereby.

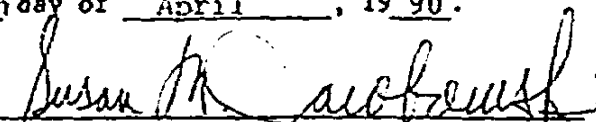
In the event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at the rate provided in the note(s) hereby secured, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is Agreed by the Mortgagor that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure, hereof--including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree--shall be paid by the Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee, as such, may be a party, shall also be paid by the Mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including reasonable attorney's fees, have been paid. The Mortgagor waives all right to the possession of, and income from, said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Mortgage Deed, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income, and the same less receivership expenditures, including repairs, insurance premiums, taxes, assessments, and his commissions to pay to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed.

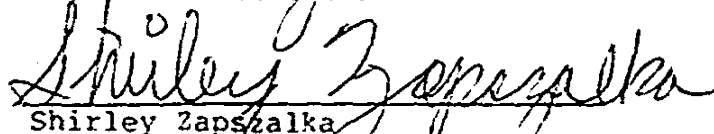
And it is Further Mutually Understood and Agreed, by and between the said parties hereto, that the covenants and agreements herein contained or entered into hereby, shall apply to, and, as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of the said parties respectively.

In Witness Whereof, the said Mortgagor has hereunto set our hand and seal at Morris, Illinois, this 30th day of April, 1990.

  
Kenneth C. Jacobowski

  
Susan M. Jacobowski

  
Chester Zapszalka

  
Shirley Zapszalka

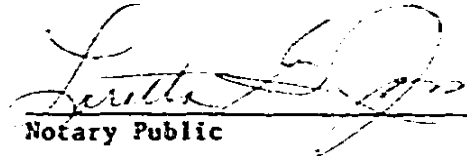
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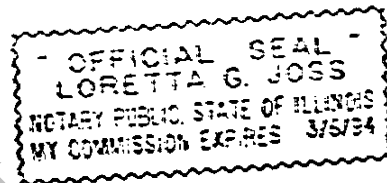
9 1 1 0 3

STATE OF ILLINOIS     )  
                                  ) SS.  
GRUNDY             COUNTY)

I, the undersigned, a Notary Public in and for said County and State afore-said, DO HEREBY CERTIFY that Kenneth C. Jacobowski & Susan M. Jacobowski, his wife, & Chester Zapszalka & Shirley Zapszalka, his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 30th day of April, 19 90

  
\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office

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